#### (A) **BELL**SOUTH

BellSouth Telecommunications. Inc

333 Commerce Street

**Suite 2101** 

Nashville, TN 37201-3300

guy hicks@bellsduth.com

Guy M Hicks General Counsel

615 214 6301 Fax 615 214 7406

VIA HAND DELIVERY

Hon Deborah Taylor Tate

Chairman

Tennessee Regulatory Authority

460 James Robertson Parkway

Nashville, Tennessee 37243-0505

Re.

Approval of the Amendment to the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc. and Cinergy Communications Company Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996 Docket No \_\_\_\_OH-OOITT

Dear Chairman Tate

Pursuant to Section 252(e) of the Telecommunications Act of 1996, Cinergy Communications Company and BellSouth Telecommunications, Inc are hereby submitting to the Tennessee Regulatory Authority the original and fourteen copies of the attached Petition for Approval of the Amendment to the Interconnection Agreement dated September 6, 2002 The Amendment adds rates and terms and conditions to Section 4 3 of Attachment 2, Melded Tandem Switching

June 18, 2004

Thank you for your attention to this matter

Sincerely yours,

Guy M Hicks

Robert A. Bye, Corporate Counsel, Cinergy Communications Company cc. John Cinelli, President, Cinergy Communications Company

### BEFORE THE TENNESSEE REGULATORY AUTHORITY Nashville, Tennessee

In re-

Approval of the Amendment to the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc. and Cinergy Communications Company Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996

## PETITION FOR APPROVAL OF THE AMENDMENT TO THE INTERCONNECTION AGREEMENT NEGOTIATED BETWEEN BELLSOUTH TELECOMMUNICATIONS, INC. AND CINERGY COMMUNICATIONS COMPANY PURSUANT TO THE TELECOMMUNICATIONS ACT OF 1996

COME NOW, Cinergy Communications Company ("Cinergy") and BellSouth Telecommunications, Inc., ("BellSouth"), and file this request for approval of the Amendment to the Interconnection Agreement dated September 6, 2002 (the "Amendment") negotiated between the two companies pursuant to Sections 251 and 252 of the Telecommunications Act of 1996, (the "Act"). In support of their request, Cinergy and BellSouth state the following:

Cinergy and BellSouth have successfully negotiated an agreement for interconnection of their networks, the unbundling of specific network elements offered by BellSouth and the resale of BellSouth's telecommunications services to Cinergy. The Interconnection Agreement was approved by the Tennessee Regulatory Authority ("TRA") on March 3, 2003.

2. The parties have recently negotiated an Amendment to the Agreement which adds rates and terms and conditions to Section 4.3 of Attachment 2 for Melded Tandem Switching. A copy of the Amendment is attached hereto and incorporated herein by reference.

3. Pursuant to Section 252(e) of the Telecommunications Act of 1996, Cinergy and BellSouth are submitting their Amendment to the TRA for its consideration and approval The Amendment provides that either or both of the parties is authorized to

submit this Amendment to the TRA for approval.

4. In accordance with Section 252(e) of the Act, the TRA is charged with approving or rejecting the negotiated Amendment between BellSouth and Cinergy within 90 days of its submission. The Act provides that the TRA may only reject such an agreement if it finds that the agreement or any portion of the agreement discriminates against a telecommunications carrier not a party to the agreement or the implementation of the agreement or any portion of the agreement with the public interest,

5. Cinergy and BellSouth aver that the Amendment is consistent with the

standards for approval.

convenience and necessity.

Pursuant to Section 252(i) of the Act, BellSouth shall make the Agreement available upon the same terms and conditions contained therein.

Ginergy and BellSouth respectfully request that the TRA approve the Amendment

negotiated between the parties.

This 18 day of June, 2004.

Respectfully submitted,

BELLSOUTH TELECOMMUNICATIONS, INC.

By:

Guy M. Hıcks

333 Commerce Street, Suite 2101

Nashville, Tennessee 37201-3300

(615) 214-6301

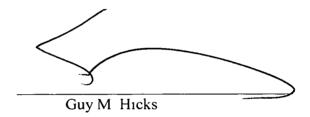
Attorney for BellSouth

#### CERTIFICATE OF SERVICE

I, Guy M Hicks, hereby certify that I have served a copy of the foregoing Petition for Approval of the Amendment to the Interconnection Agreement on the following via United States Mail on the day of day of 2004:

Robert A. Bye Corporate Counsel Cinergy Communications Company 8829 Bond Street Overland Park, KS 66214

John Cinelli President Cinergy Communications Company 1419 W. Lloyd Expy., Suite 101 Evansville, IN 47710



# Amendment to the Agreement Between Cinergy Communications Company and BellSouth Telecommunications, Inc. Dated September 6, 2002

Pursuant to this Amendment, (the "Amendment"), Cinergy Communications Company (Cinergy), and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties dated September 6, 2002, ("Agreement") to be effective thirty (30) calendar days after the date of the last signature executing the Amendment

WHEREAS, BellSouth and Cinergy entered into the Agreement on September 6, 2002, and,

NOW THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby covenant and agree as follows

- 1 The parties agree to add the following provision to Attachment 2, Section 4 3 and the associated rates as set forth in Exhibit 1 of this Amendment, attached hereto and incorporated herein by this reference
  - 4.3.1.1 Where Cinergy utilizes portions of the BellSouth network in originating or terminating traffic, the Tandem Switching rates are applied in call scenarios where the Tandem Switching Network Element has been utilized. Because switch recordings cannot accurately indicate on a per call basis when the Tandem Switching Network Element has been utilized for an interoffice call originating from a UNE port and terminating to a BellSouth, Independent Company or Facility-Based CLEC office, BellSouth has developed, based upon call studies, a melded rate that takes into account the average percentage of calls that utilize Tandem Switching in these scenarios. BellSouth shall apply the melded Tandem Switching rate for every call in these scenarios. BellSouth shall utilize the melded Tandem Switching Rate until BellSouth has the capability to measure actual Tandem Switch usage in each call scenario specifically mentioned above, at which point the rate for the actual Tandem Switch usage shall apply. The UNE Call Flows set forth on BellSouth's website, as amended from time to time and incorporated herein by this reference, illustrate when the full or melded Tandem Switching rates apply for specific scenarios.
- 2 All of the other provisions of the Agreement, dated September 6, 2002, shall remain in full force and effect
- 3 Either or both of the Parties are authorized to submit this Amendment to the respective state regulatory authorities for approval subject to Section 252(e) of the Federal Telecommunications Act of 1996

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year written below

By:

BellSouth Telecommunications, Inc.

**Cinergy Communications Company** 

By: //pa~

Title. Diccto.

Date: 4/30/04

Name: John Y Cinel

Title: President

Date: Amil 28, 2084

Approved as to form
Legal

By Ah Deta 1/2/09

| UNBUNDE   | UNBUNDLED NETWORK ELEMENTS - Tennessee   |             |         |                        |              |                                     |   |  |                |                        |   |   | Attachi   | Attachment 2   | Exhibit A  | it A  |   |
|-----------|--|-------------|---------|------------------------|--------------|-------------------------------------|---|--|----------------|------------------------|---|---|---|--|--|---|---|
| CATEGORY  | RATE ELEMENTS  | Intern<br>m | Zone    | BCS                    | nsoc         |                                     |   | RATES (\$)   |                |                        | Svc Order<br>Submitted<br>Elec<br>per LSR | Svc Order Svc Order It<br>Submitted Submitted<br>Elec Manually N<br>per LSR per LSR | Incremental<br>Charge -<br>Manual Svc<br>Order vs | Svc Order Svc Order Incremental Incremental Incremental Incremental Submitted Submitted Charge Charge Charge Charge Elec Manually Manual Svc Manual Svc Manual Svc Manual Svc Par LSR per LSR Order vs Or | Charge - Charge - Charge - Manual Svc Manual Svc Order vs Order vs | Incremental<br>Charge -<br>Manual Svc<br>Order vs |   |
|           |  |             |         |                        |              |                                     |   |  |                |                        |   |   | 1st   |  | Disc 1st   | Disc Add'   |   |
|           |  |             |         |                        |              |                                     | Nonrecurring  |  | Nonrecurring   | Nonrecuring Disconnect |   |   | SSO   | OSS Rates (\$)   |  |   |   |
|           |  |             |         |                        |              | yec.                                | First   | Add:   | First          | Add'I                  | SOMEC                                     | SOMEC SOMAN   | SOMAN   | SOMAN  | SOMAN  | SOMAN   | _ |
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| o the     | http://www.interconnection.bellsouth.com/become a clec/htm/interconnection.htm   | erconnec    | to the  |                        |              | nafia managa fi                     | ONE COIGS   | Telega Geografia   | medity Deaver  | ayer one and           | o Compilation                             | na by contr   | ar Omice, Iele                                    |  | DISCRETA   |   |   |
| OPERATION | OPERATIONAL SUPPORT SYSTEMS (OSS) - "REGIONAL RATES"   | L           |         |                        | L            |                                     |   |  |                |                        |   |   |   |  |  |   |   |
| NOTE      | NOTE (1) CLEC should contact its contract negotator if it prefers the "state specific" OSS charges as ordered by the State Commissions. The OSS charges currently contact its contract negotator if the BellSouth "regional" service ordering charges. CLEC may  | the "state  | specif  | ic" OSS charges as     | ordered by   | the State Com                       | missions The  | OSS charges c  | urrently conta | ned in this rat        | e exhibit are                             | the BellSou   | th "regional"                                     | Service order  | ring charges   | CLEC may  |   |
| elect     | elect either the state specific Commission ordered rates for the service ordering charges, or  | vice orde   | ang ch  | larges, or CLEC may    | elect the    | egional service                     | CLEC may elect the regional service ordering charge, however, CLEC can not obtain a mixture of the two regardless if CLEC has a interconnection contract established in | le, however, C   | LEC can not o  | otain a mixture        | of the two r                              | egardless if  | CLEC has a  | interconnection  | on contract es   | tablished in                                      |   |
| each      | each of the 9 states   |             |         |                        |              | ı                                   | 1   |  |                |                        |   | ı   |   |  |  |   |   |
| NOTE      | NOTE (2) Any element that can be ordered electronically will be billed according to the SOM  | lled acco   | rding t | to the SOMEC rate In   | sted in this | category Plea                       | EC rate listed in this category Please refer to BellSouth's Local Ordering Handbook (LOH) to determine if a product can be ordered electronically. For those elements   | South's Local  | Ordenng Han    | book (LOH) to          | determine                                 | a product o   | an be orden                                       | ed electronica   | ly Forthose  | elements  |   |
| that c    | that cannot be ordered electronically at present per the LOH, the listed SOMEC rate in this ca   | sted SOM    | EC rate |                        | lects the c  | harge that wou                      | tegory reflects the charge that would be billed to a CLEC once electronic ordening capabilities come on-line for that element. Otherwise, the manual ordening charge,   | CLEC once el   | ectronic order | ng capabilities        | come on-lu                                | ne for that e   | lement Othe                                       | erwise, the ma   | nual ordenno   | charge,   |   |
| SOMA      | SOMAN, will be applied to a CLECs bill when it submits an LSR to BellSouth   | BellSout    | Ŧ.      |                        |              | •                                   | İ   |  | İ              |                        |   |   |   |  | ,  |   |   |
| NOTE      | NOTE (3) OSS - Manual Service Order Charge, Per Element - UNE Only "Please see applicate   | Only **PI   | ease se | se applicable rate ele | ment for S   | ble rate element for SOMAN charge** |   |  |                |                        |   |   |   |  |  |   | _ |
| UNBUNDLED | UNBUNDLED LOCAL SWITCHING, PORT USAGE  | _           |         |                        |              |                                     |   |  |                |                        |   |   |   |  |  |   | _ |
| Tand      | fandem Switching (Port Usage) (Local or Access Tandem)   | L           |         |                        |              |                                     |   |  |                |                        |   |   |   |  |  |   |   |
|           | Tandem Switching Function Per MOU (Melded)   |             |         |                        |              | 0 000380364                         |   |  |                |                        |   |   |   |  |  |   |   |
|           | Melded Factor 38 90% of the Tandem Rate  |             |         |                        |              |                                     |   |  |                |                        |   |   |   |  |  |   |   |
|           |  |             |         |                        |              |                                     |   |  |                |                        |   |   |   |  |  |   |   |
|           |  |             |         |                        |              |                                     |   |  |                |                        |   |   |   |  |  |   |   |
|           |  |             |         |                        |              |                                     |   |  |                |                        |   |   |   |  |  |   |   |
|           |  | _           |         |                        |              |                                     |   |  |                |                        |   |   |   |  |  |   |   |
| _         |  | _           |         |                        |              |                                     |   |  |                |                        |   |   |   |  |  |   |   |
|           |  |             |         |                        |              |                                     |   |  |                |                        |   |   |   |  |  |   |   |